EMPLOYERS' LIABILITY INSURANCE—RIGHT TO CONTROL LITIGATION IN NAME OF ANOTHER PARTY.—An insurer against employers' liability, whose contract gives it the right to defend against suits by employees against the assured, and which, after a judgment in excess of the insurance has been obtained against the assured, agrees to perfect an appeal, is held, in *Getchell & Martin L. & Mfg. Co.* v. *Employers' Liability Assur. Corp.* (Iowa), 62 L. R. A. 617, not to be liable for negligently failing to do so, whereby the judgment is affirmed, in the absence of anything to show that the judgment was erroneous, and that plaintiff could not have succeeded on a second trial. With this case is a note on liability involved in the exercise of the right to control or carry on litigation in the name of another party.

CONTRACTS—ATTORNEY AND CLIENT—AGREEMENT FOR FEES IN DIVORCE PROCEEDING.—A contract between a solicitor and a wife, complainant in divorce proceedings, providing that the solicitor should receive a percentage of the alimony decreed to the wife, is void as against public policy.

A contract between an attorney and a wife, plaintiff in capias proceedings against her husband, providing that the attorney should receive a percentage of the judgment recovered against her husband, is void as against public policy.

A valid contract between attorney and client for fees is not abrogated by an attempt to merge such contract in a subsequent void contract for fees.

Where a contract between attorney and client for fees is void, the attorney may recover what his services are reasonably worth. *McCurdy* v. *Dillon* (Sup. Ct. Mich. March 8, 1904).

TRIAL—MISCONDUCT OF COUNSEL.—Upon the trial of issues of fact to a jury, it is the duty of the trial judge to prevent such misconduct on the part of counsel toward witnesses as tends to the suppression of the truth, all declarations of fact by counsel during the introduction of evidence, the repetition of incompetent questions to which objections have been sustained, and all comments upon the evidence until the time for argument has arrived.

The permission of such misconduct by counsel for the prevailing party, against objection by his adversary, is error for which a judgment should be reversed, unless it affirmatively appears that, by instructions from the court or retraction by counsel, or both, the prejudicial tendency of the misconduct has been averted. *Cleveland &c. R. Co* v. *Pritschau* (Ohio), 69 N. E. 663. To the same effect, see, *ante*, p. 840.

NATIONAL BANKS—INSOLVENCY—STOCKHOLDERS—DOUBLE LIABILITY—TRANSFER OF SHARES.—Defendant, prior to the failure of a national bank in which his son was a director, owned certain shares of the bank's stock, which he sold to his son, receiving in payment a demand note, secured by certain collateral. At the time of the sale the son promised that he